hay for his own [cattle]."[50] The practice of contract grazing on tribal land was also continued, though with scanty returns.[51] 648* 657*

Leasing brought regulatory headaches. Trespass could less easily be controlled. Some stockmen who rented land from the Indians turned in more cattle than the pasture could sustain, while keeping the fences in such disrepair that the cattle drifted onto the unfenced lands of neighboring allotments.[52] In consequence, the meager band of reservation police had to be diverted to the task of enforcing the grazing rules. The Superintendent was obliged to see that all contracts were made through his office. When disputes arose, he was often forced to intervene and even at times to threaten a lawsuit in order to collect on behalf of an Indian. Meanwhile, some lessees were themselves fencing the lands in lieu of part of the lease, so that many Indians were no longer compelled to put in any work in order to receive returns from their property.[53] By 1903, even unfenced allotments were being leased. In that year payments from leases comprised thirty per cent of estimated personal income, providing $8,220 distributed among some ninety to one hundred allottees.[54] 563 427 [311] [625] [675] [434]

By 1908, a large number of Indians were entrusted with the "experiment" of managing their own allotments, including the hiring of necessary labor and leasing their tracts for a term not to exceed the legal limit. The narrow discretion afforded, however, is seen from the provision that "the leases that you are to draw this year will be drawn for you in this office," although the Indian was to collect his own rental. Fifty-eight Indians were empowered at once to handle their allotments and apparently those of their children as well, upon these cautious terms.[55] 648* 657* 423 427

Leasing had scarcely gotten under way when a movement for the sale of lands began. The act had originally envisaged a trust period of twenty-five years, to be extended at the discretion of the President, during which time the United States retained title to the land. For many individuals, allotted just prior to 1910, that period—although subsequently extended—was to expire in 1935. However, amendments provided for sale under proper supervision when circumstances required, and by 1912 five sales had been consummated, *all involving heirship cases.*[56] 648* 657* 423 432

When an allottee died, his land passed to his heirs—by the 648* 657* 423 428

3:Stern E-4,5 (1949-1957) 1965 NR 10 Klamath NR 10

[Klamath Reservation]

*648 his own hands, Indians frequently became emancipated from
*657 responsibility to any strictly tribal body.
619 Exclusion of children born after a given date in 1910 gave rise to an unpropertied membership both on and off the reservation. With the return to the reservation of some acculturated members, often the product of intermarriage with whites, the outlook of

Klamath Agency Oregon,
June 7th 1869

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To whom it may concern:

The Indians of this Reservation have unanimously adopted as a rule that all persons may travel and drive stock through & across the Reservation, making regular drives each day, without paying anything, but any person grazing stock on the Reservation, remaining in one locality through the day will be required to satisfy the Indians claiming a residence where the said stock are stopped by paying a reasonable consideration. Also, if traders remaining over night allow their stock to run inside of Indian enclosures or destroy grass reserved for meadow they should make a reasonable remuneration to the Indians. If people passing through the Reservation will adopt these rules no trouble will occur.

By O. C. Applegate (Sig.) S. Applegate.
Commissary. Klamath U. S. S. Indian Agent Klamath.

Approved Sept. 30th 1872.

O. C. Applegate.
Commissary at Yainax.

In care of Ben Dixon, Head chief of Grande River Klamaths.

Agreement concerning the grazing and driving of cattle on the reservation. (O. C. Applegate *Papers*.)